

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

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TAYLOR DIVINE,

Plaintiff,

Case No. 17-cv-8127

vs.

VOLUNTEERS OF AMERICA OF ILLINOIS,

Defendant.

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**FINAL APPROVAL ORDER**

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WHEREAS, on March 19, 2019, this Court conducted a hearing to (1) certify the Class pursuant to Fed. R. Civ. P. 23(b)(1); (2) to determine whether the terms of the Settlement Agreement and the proposed settlement provided for therein are fair, reasonable, adequate and in the best interest of the Settlement Class and should be approved by the Court; (3) to consider the applications for attorney's fees and expenses, and an enhancement payment to the named Plaintiff; and (4) to hear and rule upon such other matters as the Court may deem appropriate (both hearings are collectively referred to as the "Final approval Hearing")

WHEREAS, this Court was advised at the Final Approval Hearing that the Class Notice was sent to the Settlement Class pursuant to the terms of the Settlement Agreement; and

WHEREAS, the Court, having considered all matters submitted to it and prior to the Final Approval Hearing, including all written submissions and the arguments of counsel for the Parties;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. The Settlement Agreement, including the definitions contained therein, is incorporated by reference in this Final Approval Order and Judgment.

2. The Court has jurisdiction over Plaintiff, all the Members of the Settlement Class, Defendant, and the subject matter of this Action.

3. Pursuant to Fed. R. Civ. P. 23(b)(1), the Court hereby finally certifies, for purposes of effectuating the settlement only, a Class consisting of all current and former employees of Defendant who were employed during the class period in a Case Manager or Case Worker position.

4. The Court appoints Taylor Divine as the Class Representative.

5. The Court appoints the following firms as counsel to the Settlement Class: Gingras, Cates & Wachs and Axley Brynelson, LLP.

6. The Court finds that Defendant has complied with the notice requirements of 28 U.S.C. § 1715.

7. The Class Notice was previously provided to all Settlement Class Members. The form and method of notifying the Settlement Class of the terms and conditions of the proposed settlement met the requirements of Fed. R. Civ. P. 23, due process, and any other applicable law; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons entitled thereto of the terms and conditions of the Settlement and the right to object.

8. No class member has opted out of the Settlement and no class member has submitted an objection to the Settlement.

9. Based on the evidence submitted by the parties, the Court concludes that the Settlement is fair, reasonable and adequate. The Settlement is therefore approved, and the Parties are directed to consummate the Settlement Agreement in accordance with its terms and conditions.

10. The plan of allocation of settlement proceeds is also hereby approved as fair, reasonable and adequate.

11. The Action is hereby dismissed with prejudice in its entirety and without an award of costs, except as provided in the Settlement Agreement.

12. The Settlement Agreement is hereby approved in its entirety.

13. Upon the occurrence of the Effective Date, all class members and their successors and assignees are permanently enjoined, either directly, representatively, or in any other capacity, from prosecuting, instituting, or commencing any individual, class, or other action with respect to the Released Claims against Defendant.

14. In recognition of their work, the time and expenses incurred on behalf of the Members of the Settlement Class and the value of the results achieved on behalf of the Members of the Settlement Class, pursuant to the terms of the Settlement Agreement, Plaintiff shall be entitled to receive out of the Settlement proceeds enhancement payment in the amount of \$2,000.00 and Class Counsel shall be entitled to receive out of the Settlement Amount reasonable attorney's fees and costs in the amount of \$22,333.33.

15. Without affecting the finality of this Final Approval Order and Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of the Settlement and any award or distribution of settlement proceeds: (b) the Parties and the Members of the Settlement Class for purposes of construing, enforcing and administering the Agreement.

SO ORDERED this 3rd day of May, 2019.

A handwritten signature in black ink, appearing to read 'Ruben Castillo', is written over a horizontal line.

Honorable Ruben Castillo  
United States District Judge